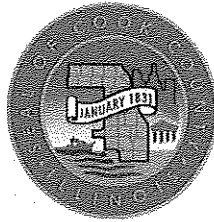


PROFESSIONAL SERVICES AGREEMENT

**CIRCUIT COURT OF COOK COUNTY
NORTH SUBURBAN MUNICIPAL DISTRICT
DRUG COURT SERVICE ENHANCEMENT PROGRAM**

BETWEEN



COOK COUNTY GOVERNMENT

OFFICE OF THE CHIEF JUDGE

AND

PRESENCE BEHAVIORAL HEALTH

CONTRACT NO. 1853-17648

(PURCHASE ORDER NO. 70000091010)

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

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Exhibit 2	Certification for Contracts, Grants, and Cooperative Agreements
Exhibit 3	SAMHSA Grant Agreement
Exhibit 4	Evidence of Insurance
Exhibit 5	Electronic Payables Program Form
Exhibit 6	Identification of Subcontractor/Supplier/SubContractor Form
Exhibit 7	Board Authorization
Exhibit 8	MBE/WBE Utilization Plan
Exhibit 9	Economic Disclosure Statement

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Presence Behavioral Health, doing business as a Not-For-Profit of the State of Illinois, hereinafter referred to as "Contractor", pursuant to authorization by the Cook County Board of Commissioners on January 24, 2019, as evidenced by Board Authorization letter attached hereto as Exhibit 7.

BACKGROUND

Contractor represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Subcontractor**" or "**SubContractor**" means any person or entity with whom Contractor contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Contractor.

"**Using Agency**" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

- i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Scope of Services and Schedule of Compensation
Exhibit 2	Certification for Contracts, Grants, and Cooperative Agreements
Exhibit 3	SAMHSA Grant Agreement
Exhibit 4	Evidence of Insurance
Exhibit 5	Electronic Payables Program Form
Exhibit 6	Identification of Subcontractor/Supplier/SubContractor Form
Exhibit 7	Board Authorization
Exhibit 8	MBE/WBE Utilization Plan
Exhibit 9	Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR

a) Scope of Services

Contractor must provide the Services in accordance with the standards of performance set forth in Section 3c. The description of Services that Contractor must provide under this Agreement is contained in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Contractor must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the County. A complete list of Deliverables is contained in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement. If the County determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure in writing. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

c) Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Contractor agrees to protect the confidential nature of that information in accordance with Section h) of this Agreement.

Contractor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its SubContractors or others on its behalf. All Deliverables must be prepared in accordance with the specifications set forth in this Agreement and delivered to the Using Agency in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Contractor either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below.

The level of staffing may be revised from time to time by notice in writing from Contractor to the County, provided, however, that the level of staffing remains sufficient to satisfactorily perform the Services.

ii) **Key Personnel**

Contractor may reassign or replace Key Personnel with written notice to the County. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Contractor that the County no longer wishes to accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor agrees to cooperate with the County to address its concerns and come to a mutually agreed upon resolution including but not limited to replacing or reassigning such Key Personnel. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Contractor and SubContractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

Minority and Women Owned Business Enterprises Commitment In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. **There is a zero percent (0%) MBE/WBE goal for this contract.**

f) **Insurance**

Contractor must provide and maintain at Contractor's own expense, during the term of this Agreement and any time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services. Coverage shall have no exclusions or limitations for sexual molestation and abuse.

SubContractors performing Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any Professional Services are provided in connection with this Agreement, Contractor shall secure Professional Liability Insurance covering acts, errors or omissions with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

SubContractors performing Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

ii) **Additional Requirements**

- (1) Contractor must furnish the Cook County Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Contractor is not a waiver by the County of any requirements for Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.
- (2) Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor. Contractor agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Contractor in no way limit Contractor's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Contractor under this Agreement.
- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

- (5) Contractor must require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor unless otherwise specified in this Agreement. If Contractor or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- (6) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements. **"Risk Management Office"** means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) **Indemnification**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, Contractors, subContractors, licensees or invitees of the Contractor. Such indemnification and hold harmless shall not be applicable to a County indemnitee to the extent the claim arises as a result of the gross negligence or willful misconduct of such indemnitee. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) **Confidentiality and Ownership of Documents**

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge. The County agrees to maintain and protect the confidentiality of any of Contractor's proprietary product, technical and business information or documentation, or any other information that may be disclosed to or provided to the County or acquired by the County or personnel of the County in the course of Contractor's performance hereunder.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and Contractors' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right. Contractor shall have no obligation under this section to the extent any infringement claim results from (i) the unauthorized use of the equipment, hardware and software or any part thereof in combination with any other products or materials not provided by the Contractor if such claim would not have arisen but for such use; and (ii) any alteration or modification of the equipment, hardware and software or any part thereof not provided or authorized by the Contractor, if the infringement would not have occurred but for such alteration or modification.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract (but no more frequently than once in any consecutive 12-month period), upon reasonable prior notice and during normal business hours, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof.

The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs.

This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/SubContractor Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, Contractor and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Contractors and Subcontractor of the Contractor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

I) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Contractors or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Contractor or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Contractor or provider to provide an annual performance report will be considered a breach of contract or agreement by the Contractor or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on January 25, 2019 ("**Effective Date**") and continue until September 29, 2023, or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Contractor nor Contractor's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may upon at least thirty (30) days' prior written notice before the initial term of this Agreement expires request to renew this Agreement for one (1) additional one-year period under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement. After notification by the Chief Procurement Officer, this Agreement may be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Contractor according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date.

All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct to the best of Contractor's knowledge. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement.

The Contractor acknowledges that any grossly inaccurate statements or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Contractor must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of termination will be made to Contractor. No payments will be made or due to Contractor and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables.

g) Contractor Credits

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE
WITH ALL LAWS**

The Contractor, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or Subcontractor shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Contractor:

- i) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that it and, to the best of its knowledge, its Subcontractors, if any, are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;

- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

- i) In addition to the foregoing warranties and representations, Contractor warrants:
 - (1) no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) **Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement. If Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iii) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- iv) The Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor must terminate such other services immediately upon request of the County.
- v) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Contractor and any assignee must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION
AND RIGHT TO OFFSET**

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.
- ii) Contractor's failure to perform any of its material obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were properly rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Contractor's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Except in connection with the sale or transfer of the assets of the Contractor's business, any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval will not be unreasonably withheld.

- iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- v) Failure to comply with Article 7 in the performance of the Agreement.
- vi) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Contractor fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Contractor under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- iv) The right to withhold all or any part of Contractor's compensation under this Agreement;
- v) The right to consider Contractor non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice of termination is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services performed under this Agreement.

Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Contractor or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Contractor is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) **No Collateral Agreements**

Contractor acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Contractor acknowledges that Contractor was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Contract Amendments

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

The Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Contractor must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the Services, if any orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the County's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

i) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Contractor must perform under this Agreement as an independent Contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.
- ii) Contractor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County Office of the Chief Judge
50 W. Washington Street, Suite 2600A
Chicago, Illinois 60602
Attention: James Anderson, Executive Officer

and

Cook County Chief Procurement Officer
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Contractor: Presence Behavioral Health
1820 South 25th Avenue
Broadview, IL 60155
Attention: Frank Perham, Vice President

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) FEDERAL CLAUSES

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

- (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty free, non exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
 - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

- (e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247 253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo Preference U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A 87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice to Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110.

If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

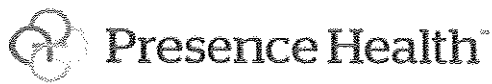
ARTICLE 13) AUTHORITY

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

Contract No. 1853-17648
Circuit Court of Cook County North Suburban
Municipal District Drug Court Service Enhancement Program

EXHIBIT 1

Scope of Services and Schedule of Compensation



SCOPE OF WORK

Presence Health Case Management for the Circuit Court of Cook County North Suburban Municipal Districts Drug Court Service Enhancement Program (NSDCEP)

Program Scope of Work: January 15, 2019 – September 29, 2023

The *North Suburban Municipal District Drug Court Enhancement Program* will be implemented in two suburban drug treatment courts: (1) Second Municipal District (Skokie), and (2) Third Municipal District (Rolling Meadows). Presence Health's scope of work during the 5-year SAMHSA-funded project will include but not be limited to the following activities.

Presence Behavioral Health (PBH) will provide comprehensive client care management services to Cook County Drug Court Participants and connect participants to substance abuse and mental health services which are necessary for a participants' successful completion of the program. Specifically, in relation to Rolling Meadows and Skokie Court branches, PBH will outreach, assess, diagnose, and create treatment plans which will be presented to court staff in order to determine a participant's eligibility and continuity of care planning. If a participant is found eligible, PBH staff will link and oversee the participant's transition to the appropriate level of care in the community once released and will monitor their progress to report significant clinical findings to the court team and intervene when necessary.

The primary goals of our approach will not only be to assess and oversee a participant's successful completion of Drug Court Probation, but also build and instill a strong recovery foundation in the participants we serve for a life time of recovery and success. Ultimately, PBH looks to decrease recidivism and incarceration rates for the people and communities we serve, by providing care and guidance to criminal defendants who suffer from serious substance use disorders.

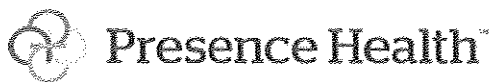
This project will include two clinical staff members: one that will serve as both a project coordinator and provider of clinical care management services, and another who will provide the needed clinical care services to a unique court location. Both staff members will be dedicated solely to this project.

Project related expenses rest mainly in the cost of clinical personnel and the host organization intends to minimize costs by contributing occupancy and some transportation resources to the project at no charges.

Overview of Services

PBH agrees to perform effective and comprehensive care management services for both male and female criminal defendants participating in the Circuit Court of Cook County's Drug Courts (Skokie and Rolling Meadows).

The care management services will begin with an initial assessment, where an eligible candidate will be evaluated by a PBH care manager who will then oversee the candidate's case for the duration of his or her participation in the program. This assessment will be completed within 48 hours of receipt. Referrals will be exempted from multiple judicially related sources. After a candidate is assessed and accepted into the program, care managers will develop a care plan tailored to the client, and ensure that the client can access needed community resources and substance abuse or mental health treatment



without delay. Care managers will work diligently with court and jail staff, along with the criminal defendant and his or her community collaterals, in order to provide thorough and accurate reports for the court branches, the Cook County Board, and the Office of the Chief Judge.

Furthermore, care managers from PBH will locate appropriate clinical treatment options for criminal defendants accepted into the program, and provide compulsory transitional care management services once clients are released. These services include but are not limited to:

1. Monthly on-site visits
2. Bi-weekly client centered consultations with treatment providers
3. Bi-weekly client centered consultations with Adult Probation
4. Bi-weekly case management appointments with clients

PBH also provides inpatient and outpatient behavioral health services. In the event that PBH does not offer a specific service or if a criminal defendant's needs dictate placement elsewhere, PBH staff will link drug court participants to the appropriate treatment provider.

I. Key Personnel Providing Services

PBH offers two full-time case managers with extensive clinical experience dealing with those who struggle with substance use disorders. The two full-time case managers who will be responsible for providing services will meet the following job characteristics and qualifications:

SUMMARY

The Behavioral Health Case Manager Provides various supportive behavioral health and substance abuse services to a diverse client population.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Provides and coordinates a continuum of treatment services onsite and/or in the community designed to maintain and enhance the well-being of persons with a diagnosis of mental illness, with dual diagnoses, or persons experiencing an acute life crisis.

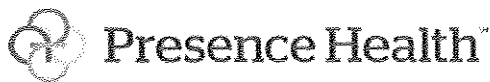
Provides assessment and linkage of clients to services including but not limited to assistance in obtaining food, housing, medication assistance, entitlements, and referrals for co-morbid conditions

Provides education about and advocacy within systems involved in the clients' life, including but not limited to the criminal justice or child protection systems, mental health systems, or medical systems

Assists clients with accessing entitlements such as victim compensation, U-Visa, disability compensations, or other entitlement that would support the client's care and rehabilitation as needed.

Communicates consistently and effectively with collateral agencies/contacts regarding client service needs and disposition

1. Meets productivity standards as established by the Senior Clinician and/or Program Manager.
2. Demonstrates understanding and adherence to all financial expectations and regulatory requirements.
3. Documents all services in a timely, accurate and professional manner according to established standards.



4. Provides community outreach services to clients including home visits so as to render services in natural settings.
5. Provides clients with monitoring and training in the self-administration of medications if required in the treatment setting and authorized by the Medical Director.

Education and/or Experience

A minimum of a Bachelor's degree in social work, counseling, health education, human services or a related field required. (Master's Degree Preferred).

A Minimum one year of experience in the provision of direct patient services in a social service, mental health, rehabilitation facility or related allied health care setting required. Three years of experience of this type preferred.

Computer Skills

Proficient in Microsoft Office software

Certificates, Licenses, Registrations

Valid driver's license, proof of automobile insurance and access to transportation. Crisis Prevention Institute Certification required within 90 days of hire. Certified Alcohol and Drug Counselor (CADC), Licensed Professional Counselor (LPC) or Licensed Social Worker (LSW).

Plan of Action

PBH will provide drug court defendants with quality case management services to ensure defendants receive the best care possible.

Plan of action

I. Training, Screening, Clinical Assessments, and Case Planning

PBH strives to serve criminal defendants with the comprehensive case management services needed to reduce future institutionalization, and to provide the resources needed for criminal defendants to maintain a healthy and productive life after graduation. To accomplish these twin aims, PBH will thoroughly prepare its staff members before they begin work in their assigned drug court. They will be trained and education on the statutory and medical requirements of drug courts in Cook County along with various procedural features of the criminal justice system that affect care management. PBH will ensure all case managers are given full access to CCDOC. Upon gaining admission, PBH staff members will meet with Cermak Behavioral Health Services staff and arrange an open mode of communication between eligible offenders who are detained and community service providers.

Once trained in the intricacies of the drug courts and already equipped with substantial specialized training, PBH case managers will work to provide timely and high-quality care to defendants in the drug courts. PBH will see criminal defendants who are referred to the two north Suburban Drug courts within 48 hours. In the period of time before the initial assessment, PBH case managers will collect relevant medical records, search state records for a history of behavioral health issues, and consult with collaterals to have some information to inform the initial assessment. Then, the PBH case manager will meet with eligible drug court candidates to assess their program eligibility,

current mental state, treatment needs, and level of motivation. In order to make this determination, PBH clinical staff will meet with the defendant, Cermak social workers, and court staff to receive and relay valuable clinical and criminal case information. Case managers will utilize motivation interviewing techniques to determine the criminal defendant's level of motivation and capability to complete the program. Defendants will then be clinically assessed as requested by Cook County and consistent with DASA standards and the SAMSHA TAP 18 and TAP 9. In addition, criminal defendants will undergo a complete substance abuse evaluation consistent with DASA Rule 2060 governing substance abuse treatment providers.

Within 14 days of receiving the criminal defendant's case, PBH will provide the court with a written and oral report outlining the criminal defendant's level of motivation and capacity to complete the requirements of drug court and the defendant's rehabilitation needs. This written report will be in the form of an assessment findings letter, which will be shared with the Office of the Chief Judge, the court's overseeing magistrate, the prosecution, and the client's counsel. The reports will include a psycho-social assessment, history of substance abuse and mental health problems, comprehension of the court's requirements, biological and sociological issues relevant to participation, and a comprehensive treatment plan.

Once a criminal defendant is deemed to have met the clinical and statutory requirements to have his or her case transferred to a drug court, PBH case managers will provide intensive case management services for the duration of the defendant's participation in the drug court. PBH staff will attend every court staffing, send reports to interested parties when available, and communicate any findings to the criminal defendant to ensure compliance. In order to make timely and appropriate treatment recommendations to the court staff, PBH case managers will conduct ongoing substance abuse and mental health evaluation in accordance with DSA and department of Mental Health regulations to glean any new insights into the client's substance abuse, mental health, medical, and psycho-social needs.

II. Referral and Placement into Treatment and Other Needed Services

Upon judicial approval, case managers will initiate a defendant's release and personally provide the criminal defendant with intensive transitional assistance back into the community. Prior to release, PBH case managers will link criminal defendants to the appropriate substance abuse, mental health, or medical care provider as well as to any other necessary ancillary services. Treatment recommendations will be accommodated for the client before their return court date when it will be presented to court staff. Without jeopardizing the criminal defendant's health, PBH case managers will coordinate a defendant's transfer to the appropriate inpatient and/or outpatient treatment settings. PBH understands the barriers to recovery that exist for this population. With experience working in a community treatment center, PBH case managers have had opportunity to work with other service providers, and are adept at placing clients in an appropriate treatment facility, while navigating the client's social or economic barriers. The case manager can help the client cope with a variety of obstacles including ensuring the client has access to transportation for treatment, stabilizing the client's housing situation, and helping the client acquire childcare services.

PBH case managers will ensure that clients receive expedited intake into the appropriate substance or mental health treatment center, and ensure that the client follow through with the treatment-noting and rectifying any issues that impede treatment-by maintaining a regular line of

communication with the treatment provider and client. The case manager will ensure that client enters treatment, the PBH case manager will detail the expectations, needs, and requirements of the treatment facility, including what the client should bring with him or her. In addition, case managers will ensure community providers complete the response to referral once a client is referred to an agency, which will be forwarded to the Office of the Chief Judge, and that the client reports to intake.

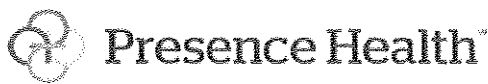
PBH case managers understand that each client brings a unique set of personal factors that will affect how he or she undergoes treatment. Through this regular line of communication with the client and treatment provider, the case manager will be able to develop a personalized care plan that fits the needs of the client. By developing a meaningful relationship both with the client and the people in the client's life, the case manager will be best able to help the client avoid pitfalls during treatment.

III. Intensive Case Management

Once a defendant is released, PBH case management staff members will regularly oversee and monitor a defendant's compliance to his or her treatment plan through scheduled visits and appointments that can be supplemented by additional visits if necessary. PBH staff will monitor the defendant's compliance by partaking in clinical and criminal court staffings. PBH case managers will maintain an appropriate level of contact with the client and his or her community collaterals to track the defendant's substance abuse and recovery. PBH case managers will conduct clinical conferences with community provider staff, as appropriate, to discuss participants' status, obtain drug treatment progress reports, verify treatment intake, attendance and compliance, discharge planning, service planning, and service referral and linkage information. PBH staff will also report on the client's progress to the program's probation officer on a bi-weekly basis in addition to court staff and any other relevant treatment provider. Significant changes in status will be reported to the Drug Court teams and addressed in a timely manner by PBH staff.

PBH case managers assigned to each court will work to develop a trusting and open working relationship. While initially completing clinical assessments, case managers will employ motivational interviewing techniques to assess a criminal defendant's motivation and capability to successfully complete the program. Throughout the care process, PBH case managers will employ a cognitive-behavioral approach when assessing and meeting with criminal defendants, emphasizing a logical, problem-solving approach. They will be aided in these interviews by their extensive knowledge and experience dealing with the population served by the Cook County drug courts. Because of this experience, PBH case managers are well aware that many individuals in this population suffer from multiple disorders, and, consequently, focus on Dialectical Behavior Therapy with acceptance-based strategies. In addition, PBH is a licensed provider of substance abuse and mental health services whose staff is trained to complete comprehensive substance abuse and psycho-social evaluations in accordance with DASA protocols. In order to address substance abuse issues and to guide future care, initial assessments will employ the TAP 19 and TAP 8 SAMHSA recovery models.

As a provider, PBH has the advantage of being able to offer substance abuse and mental health counseling to clients. In addition to intensive case management services, drug court participants engaged in outpatient services with PBH will be offered; intensive outpatient substance abuse services; random and habitual drug testing; therapeutic services; expedited psychiatric services; 24



hour crisis/CIT services; admittance to PBH residential services (when availability and appropriateness are met). When PBH cannot provide services or when PBH services are not a good fit, case managers will refer clients to community services that address their needs. PBH case managers will then monitor the defendant's compliance to these services and will provide the Cook County OCJ designee with written participant progress reports during or prior to each scheduled status review court dates. Reporting back to the court, the PBH case manager will present comprehensive clinical updates in person to court staff for the duration of the defendant's participation.

Administration. Presence Health clinical and administrative staff will conduct the following contract management activities.

- Participate in NSDCEP team meetings and court hearings, including initial team staffing's to provide participant assessment summaries, clinical updates, and drug court treatment process reports.
- Work closely with the Office of the Chief Judge OCJ to gather baseline/intake GPRA, 6-month GPRA and discharge GPRA data information and submit to the Cook County designee (OCJ) (research associate) for data input for all reporting issues associated with this grant.
- Attend and present assessment findings and recommend treatment placements at NSDCEP meetings. All findings shall be presented prior to participants' initial court appearances.
- Conduct clinical conferences with community provider staff, as appropriate, to discuss participants' status, obtain *Drug Court Treatment Progress Report Forms*, verify treatment intake, attendance and compliance, discharge planning, service planning, and service referral and linkage information.
- Maintain regular contact with probation officers between status review dates to provide pertinent information about participants' treatment progress status, and to coordinate services, and notify Probation immediately of any significant changes in participants' status, participation or location.
- Attend and participate in the NSDCEP court calls, providing progress reports and updated clinical, program compliance and recovery issue information on participants to the courts and the Adult Probation Department.

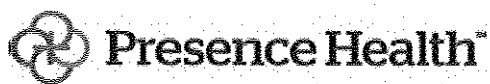
REPORTING

Utilize traditional client and administrative reporting forms and reporting protocols for providing service information to the County. Timeframes for all forms of reporting, including reports to the court on individual assessments findings and client progress, will be based upon number of participant referrals and assessments per year.

- Presence Health will provide the Cook County OCJ designee with written participant progress reports and *Drug Court Treatment Progress Report* forms prior to and during each scheduled status review court dates.
- In order to assist the OCJ with treatment utilization monitoring across the network of treatment providers, the vendors shall provide an electronic monthly Treatment Placement Report by the 15th of each month. This report shall include the following information about each treatment placement during the previous month: The probationer's name, the case number, the name of the treatment agency and facility location, the level of treatment, and treatment modality.
- Presence Health will provide a monthly administrative report outlining the number of assessments that were conducted during the previous month, including:

- Probationer name,
 - Case number
 - Date of assessment
 - Primary drug of choice
 - Secondary drug of choice
 - Tertiary drug of choice
 - ASAM level
 - DSM V Diagnosis
 - Veterans status
 - Employment status
 - Marital status at screening/assessment
 - Medicaid status at screening
 - Educational level at screening
 - Housing status at screening
 - Citizenship: country, state, county
 - Primary language
 - Race
 - Assigned sex at birth
-
- This electronic report shall be included with Treatment Placement Report, by the 15th of each month.
 - Monthly invoices will be submitted no later than the 15th of each month to the Problem-Solving Court Coordinator, Office of the Chief Judge, 2600 S. California Ave, Room 101, Chicago, IL 60608.
- Attend trainings, seminars, workshops and national conferences in drug assessment and treatment, as required.
 - Participate in program evaluation activities.

PBH is currently a primary service provider of alternative prosecution courts in Cook County, and looks forward to expanding the level of services we provide to the areas we serve. PBH has the resources to identify, refer, and provide needed medical health services to eligible participants, both before and after their release. PBH looks forward to working with Cook County to develop and maintain alternative prosecution programs and to treat and rehabilitate substance abuse offenders for a lifetime of recovery.



Budget Program Scope of Work January 25, 2019 – September 29, 2023

Operating Phase – Year 1 (January 25, 2019 – Sept. 29, 2019)

Below reflects anticipated activity for the Year One operating phase of the project.

Vendor 1: Presence Behavioral Health

Name (1)	Service (2)	Rate (3)	Other	Cost (4)
(1) Two Clinical Case Managers (To be Hired)	Clinical Case management	1 @ 75% FTE @ \$33,000 + Fringe Benefits of \$10,687 = \$43,687 1 @ 75% FTE @ \$33,000 + Fringe Benefits of \$10,687 = \$43,687	*Travel at 6,730 @ .52 per mile = \$3,500 *Supplies @ \$33.33 x 12 months or \$400 *Office Space/Occupancy @ \$1,950 x 2 FTE = \$3,900 *Indirect costs = \$24,450 (negotiated with contractor)	\$119,624
(2) Clinical Supervision	Clinical supervision of Case Managers	1 @10% FTE @ \$7,800 + No Fringe Benefits = \$7,800	9 month period	\$7,800
(3) Client Services	Client care service, transport	\$181.80/ client per year		\$ 10,000
FEDERAL REQUEST – (enter in Section B column 1, line 6f of 424A)				\$137,424

Justification for Vendor 1 Contractual Services:

The Office of the Chief Judge of Cook County will enter into a subcontract with Presence Behavioral Health (Presence) to provide clinical services for the *Circuit Court of Cook County Northern Suburban Municipal Districts Drug Court Service Enhancement Program*. The Court will have direct programmatic and fiscal oversight of this project and will work closely with Presence to attain project goals.

(1) **Justification for Case Manager:** Grant funds will be used to support two full-time Case Managers and clinical supervision conducted by a clinical supervisor. These individuals will be at least a CADC-level staff, who will be responsible for conducting substance abuse assessments, developing comprehensive care plans, and serving as the core treatment and referral facilitation staff responsible for making appropriate linkages to community providers based on client needs. These staff will also provide health insurance verification checks, provide health literacy, and assist with health insurance applications (as appropriate) with women and men in the targeted drug courts. In Year 1, staff will be recruited, hired, and trained by month 3, with direct service delivery slated for month 4 (2 FTE x 9 months).

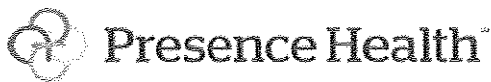
- **Justification for Fringe Benefits:** Presence estimates an agency-wide fringe benefit package at 28.96% of gross salaries, broken down by the categories below.

Fringe Category	Rate
FICA	\$5,049
Workers Compensation	\$1,430
Unemployment compensation	\$268
Insurance (Health)	\$9,131
Pension	\$4,521
Insurance (Life)	\$56
Dental Insurance	\$294
Long Term Disability	\$371
Employee Assistance	\$38
Tuition Reimbursement	\$216
TOTAL FRINGE Y1	\$21,374

- **Justification for Travel:** The case managers will incur local travel, primarily mileage, in the conduct of their responsibilities to regularly meet clients and providers and to consult with Cook County Drug Court coordinators and the team for case staffings. Local travel miles have been based on agency experience in implementing similar programs.
- **Justification for Supplies:** Necessary office supplies and materials will be purchased for program staff utilization in the clinical and administrative performance of program duties. Office supplies and materials are based on an average internal monthly cost. Office supplies include paper, pens, paper clips, flip charts, markers, tape, etc. for operating the program.
- **Justification for Office Space/Occupancy:** Case managers will need access to email, faxes, and phones to contact offender's treatment providers as well as members of the drug court team. Additionally, case managers will need office space to conduct their work, access the equipment mentioned above and store files for record keeping purposes.
- **Justification for Indirect Cost:** Centralized Services is the use of system services such as IT, HR, Accounts Payable, Legal Counsel, Risk Management, and Compliance. The annual cost is determined using the per FTE allocation method. Additionally administrative time will need to be spent by the program manager to provide oversight and professional development ensuring quality of work, coverage when necessary, completion of system trainings, performance evaluations, and appropriate resources and materials are available.

(2) **Justification for Clinical Supervisor:** The Clinical Supervisor will be responsible for overseeing the overall implementation of the project, ensuring program fidelity, and providing oversight to the two Case Managers. In Year 1, the Clinical Supervisor will oversee the hiring and training of the two Case Managers and will devote 10% to this project.

(3) **Justification for Client Services:** Presence will be providing direct treatment services and other client care services, including medication, bus passes, and transportation to and from court.



Operating Phase – Year 2 (Sept. 30, 2019 – Sept. 29, 2020)

Below reflects anticipated activity for the Year Two operating phase of the project.

Vendor 1: Presence Behavioral Health

Name (1)	Service (2)	Rate (3)	Other	Cost (4)
(1) Two Clinical Case Managers (To be Hired)	Clinical Case management	1 @ 1 FTE @ \$44,000 + Fringe Benefits of \$14,250 = \$58,250 1 @ 1% FTE @ \$44,000 + Fringe Benefits of \$14,250 = \$58,250	*Travel at 6,730 @ .52 per mile = \$3,500 *Supplies @ \$33.33 x 12 months or \$400 *Office Space/Occupancy @ \$1,950 x 2 FTE = \$3,900 *Indirect costs = \$24,937 (negotiated with contractor)	\$149,237
(2) Clinical Supervision	Clinical supervision of Case Managers	1 @ 10% FTE @ \$7,800 + No Fringe Benefits = \$7,800	12 month period	\$7,800
(3) Client Services	Client care service, transport	\$181.80/ client per year		\$ 10,000
FEDERAL REQUEST – (enter in Section B column 1, line 6f of-424A)				\$167,037

Justification for Vendor 1 Contractual Services:

The Office of the Chief Judge of Cook County will enter into a subcontract with Presence Behavioral Health (Presence) to provide clinical services for the *Circuit Court of Cook County Northern Suburban Municipal Districts Drug Court Service Enhancement Program*. The Court will have direct programmatic and fiscal oversight of this project and will work closely with Presence to attain project goals.

(1) **Justification for Case Manager:** Grant funds will be used to support two full-time Case Managers and clinical supervision conducted by a clinical supervisor. These individuals will be at least a CADIC-level staff, who will be responsible for conducting substance abuse assessments, developing comprehensive care plans, and serving as the core treatment and referral facilitation staff responsible for making appropriate linkages to community providers based on client needs. These staff will also provide health insurance verification checks, provide health literacy, and assist with health insurance applications (as appropriate) with women and men in the targeted drug courts. In Year 2, 2 FTE staff will provide direct service delivery components for 12 months.

- **Justification for Fringe Benefits:** Presence estimates an agency-wide fringe benefit package at 29.75% of gross salaries, broken down by the categories below.

Fringe Category	Rate
FICA	\$6,732
Workers Compensation	\$1,908
Unemployment compensation	\$357
Insurance (Health)	\$12,174
Pension	\$6,028
Insurance (Life)	\$74
Dental Insurance	\$393
Long Term Disability	\$495
Employee Assistance	\$51
Tuition Reimbursement	\$288
TOTAL FRINGE Y2	\$28,500

- **Justification for Travel:** The case managers will incur local travel, primarily mileage, in the conduct of their responsibilities to regularly meet clients and providers and to consult with Cook County Drug Court coordinators and the team for case staffings. Local travel miles have been based on agency experience in implementing similar programs.
- **Justification for Supplies:** Necessary office supplies and materials will be purchased for program staff utilization in the clinical and administrative performance of program duties. Office supplies and materials are based on an average internal monthly cost. Office supplies include paper, pens, paper clips, flip charts, markers, tape, etc. for operating the program.
- **Justification for Office Space/Occupancy:** Case managers will need access to email, faxes, and phones to contact offender's treatment providers as well as members of the drug court team. Additionally, case managers will need office space to conduct their work, access the equipment mentioned above and store files for record keeping purposes.
- **Justification for Indirect Cost:** Centralized Services is the use of system services such as IT, HR, Accounts Payable, Legal Counsel, Risk Management, and Compliance. The annual cost is determined using the per FTE allocation method. Additionally administrative time will need to be spent by the program manager to provide oversight and professional development ensuring quality of work, coverage when necessary, completion of system trainings, performance evaluations, and appropriate resources and materials are available.

(2) **Justification for Clinical Supervisor:** The Clinical Supervisor will be responsible for overseeing the overall implementation of the project, ensuring program fidelity, and providing oversight to the two Case Managers. In Year 2, the Clinical Supervisor will oversee the hiring and training of the two Case Managers and will devote 10% to this project.

(3) **Justification for Client Services:** Presence will be providing direct treatment services and other client care services, including medication, bus passes, and transportation to and from court.

Operating Phase – Year 3 (Sept. 30, 2020 – Sept. 29, 2021)

Below reflects anticipated activity for the Year 3 operating phase of the project.

Vendor 1: Presence Behavioral Health

Name (1)	Service (2)	Rate (3)	Other	Cost (4)
(1) Two Clinical Case Managers (To be Hired)	Clinical Case management	1 @ 1 FTE @ \$45,320 + Fringe Benefits of \$14,594.50 = \$59,914.50 1 @ 1 FTE @ \$45,320 + Fringe Benefits of \$14,893.50 = \$61,572.50	*Travel at 6,730 @ .52 per mile = \$3,500 *Supplies @ \$33.33 x 12 months or \$400 *Office Space/Occupancy @ \$1,950 X 2 FTE = \$3,900 *Indirect costs = \$25,957 (negotiated with contractor)	\$153,068
(2) Clinical Supervision	Clinical supervision of Case Managers	1 @ 10% FTE @ \$8,034	12 month period	\$8,034
(3) Client Services	Client care service, transport	\$181.80/ client per year		\$ 10,000
FEDERAL REQUEST – (enter in Section B column 1, line 6f of-424A)				\$171,102

Justification for Vendor 1 Contractual Services:

The Office of the Chief Judge of Cook County will enter into a subcontract with Presence Behavioral Health (Presence) to provide clinical services for the *Circuit Court of Cook County Northern Suburban Municipal Districts Drug Court Service Enhancement Program*. The Court will have direct programmatic and fiscal oversight of this project and will work closely with Presence to attain project goals.

(1) **Justification for Case Manager:** Grant funds will be used to support two full-time Case Managers and clinical supervision conducted by a clinical supervisor. These individuals will be at least a CADIC-level staff, who will be responsible for conducting substance abuse assessments, developing comprehensive care plans, and serving as the core treatment and referral facilitation staff responsible for making appropriate linkages to community providers based on client needs. These staff will also provide health insurance verification checks, provide health literacy, and assist with health insurance applications (as appropriate) with women and men in the targeted drug courts. In Year 3, 2 FTE staff will provide direct service delivery components for 12 months.

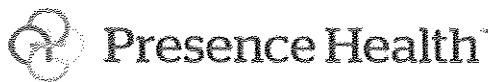
- **Justification for Fringe Benefits:** Presence estimates an agency-wide fringe benefit package at 29.58% of gross salaries, broken down by the categories below.

Fringe Category	Rate
FICA	\$6,934
Workers Compensation	\$1,946
Unemployment compensation	\$365
Insurance (Health)	\$12,474
Pension	\$6,145
Insurance (Life)	\$76
Dental Insurance	\$400
Long Term Disability	\$504
Employee Assistance	\$52
Tuition Reimbursement	\$293
TOTAL FRINGE Y3	\$29,189

- **Justification for Travel:** The case managers will incur local travel, primarily mileage, in the conduct of their responsibilities to regularly meet clients and providers and to consult with Cook County Drug Court coordinators and the team for case staffings. Local travel miles have been based on agency experience in implementing similar programs.
- **Justification for Supplies:** Necessary office supplies and materials will be purchased for program staff utilization in the clinical and administrative performance of program duties. Office supplies and materials are based on an average internal monthly cost. Office supplies include paper, pens, paper clips, flip charts, markers, tape, etc. for operating the program.
- **Justification for Office Space/Occupancy:** Case managers will need access to email, faxes, and phones to contact offender's treatment providers as well as members of the drug court team. Additionally, case managers will need office space to conduct their work, access the equipment mentioned above and store files for record keeping purposes.
- **Justification for Indirect Cost:** Centralized Services is the use of system services such as IT, HR, Accounts Payable, Legal Counsel, Risk Management, and Compliance. The annual cost is determined using the per FTE allocation method. Additionally administrative time will need to be spent by the program manager to provide oversight and professional development ensuring quality of work, coverage when necessary, completion of system trainings, performance evaluations, and appropriate resources and materials are available.

(2) **Justification for Clinical Supervisor:** The Clinical Supervisor will be responsible for overseeing the overall implementation of the project, ensuring program fidelity, and providing oversight to the two Case Managers. In Year 3, the Clinical Supervisor will oversee the hiring and training of the two Case Managers and will devote 10% to this project.

(3) **Justification for Client Services:** Presence will be providing direct treatment services and other client care services, including medication, bus passes, and transportation to and from court.



Operating Phase – Year 4 (Sept. 30, 2021 – Sept. 29, 2022)

Below reflects anticipated activity for the Year 4 operating phase of the project.

Vendor 1: Presence Behavioral Health

Name (1)	Service (2)	Rate (3)	Other	Cost (4)
(1) Two Clinical Case Managers (To be Hired)	Clinical Case management	1 @ 1 FTE @ \$46,679 + Fringe Benefits of \$14,893.50 = \$61,572.50 1 @ 1 FTE @ \$46,679 + Fringe Benefits of \$14,893.50 = \$61,572.50	*Travel at 6,730 @ .52 per mile = \$3,500 *Supplies @ \$33.33 x 12 months or \$400 *Office Space/Occupancy @ \$1,950 X 2 FTE = \$3,900 *Indirect costs = \$25,957 (negotiated with contractor)	\$156,902
(2) Clinical Supervision	Clinical supervision of Case Managers	1 @10% FTE @ \$8,275 + No Fringe Benefits = \$8,275	12 month period	\$8,275
(3) Client Services	Client care service, transport	\$181.80/ client per year		\$ 10,000
FEDERAL REQUEST – (enter in Section B column 1, line 6f of-424A)				\$175,177

Justification for Vendor 1 Contractual Services:

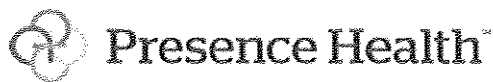
The Office of the Chief Judge of Cook County will enter into a subcontract with Presence Behavioral Health (Presence) to provide clinical services for the *Circuit Court of Cook County Northern Suburban Municipal Districts Drug Court Service Enhancement Program*. The Court will have direct programmatic and fiscal oversight of this project and will work closely with Presence to attain project goals.

(3) **Justification for Case Manager:** Grant funds will be used to support two full-time Case Managers and clinical supervision conducted by a clinical supervisor. These individuals will be at least a CADC-level staff, who will be responsible for conducting substance abuse assessments, developing comprehensive care plans, and serving as the core treatment and referral facilitation staff responsible for making appropriate linkages to community providers based on client needs. These staff will also provide health insurance verification checks, provide health literacy, and assist with health insurance applications (as appropriate) with women and men in the targeted drug courts. In Year 2, 2 FTE staff will provide direct service delivery components for 12 months.

- **Justification for Fringe Benefits:** Presence estimates an agency-wide fringe benefit package at 29.31% of gross salaries, broken down by the categories below.

Fringe Category	Rate
FICA	\$7,142
Workers Compensation	\$1,984
Unemployment compensation	\$372
Insurance (Health)	\$12,666
Pension	\$6,271
Insurance (Life)	\$77
Dental Insurance	\$408
Long Term Disability	\$515
Employee Assistance	\$53
Tuition Reimbursement	\$299
TOTAL FRINGE Y4	\$29,787

- **Justification for Travel:** The case managers will incur local travel, primarily mileage, in the conduct of their responsibilities to regularly meet clients and providers and to consult with Cook County Drug Court coordinators and the team for case staffings. Local travel miles have been based on agency experience in implementing similar programs.
 - **Justification for Supplies:** Necessary office supplies and materials will be purchased for program staff utilization in the clinical and administrative performance of program duties. Office supplies and materials are based on an average internal monthly cost. Office supplies include paper, pens, paper clips, flip charts, markers, tape, etc. for operating the program.
 - **Justification for Office Space/Occupancy:** Case managers will need access to email, faxes, and phones to contact offender's treatment providers as well as members of the drug court team. Additionally, case managers will need office space to conduct their work, access the equipment mentioned above and store files for record keeping purposes.
 - **Justification for Indirect Cost:** Centralized Services is the use of system services such as IT, HR, Accounts Payable, Legal Counsel, Risk Management, and Compliance. The annual cost is determined using the per FTE allocation method. Additionally administrative time will need to be spent by the program manager to provide oversight and professional development ensuring quality of work, coverage when necessary, completion of system trainings, performance evaluations, and appropriate resources and materials are available.
- (2) **Justification for Clinical Supervisor:** The Clinical Supervisor will be responsible for overseeing the overall implementation of the project, ensuring program fidelity, and providing oversight to the two Case Managers. In Year 4, the Clinical Supervisor will oversee the hiring and training of the two Case Managers and will devote 10% to this project.
- (3) **Justification for Client Services:** Presence will be providing direct treatment services and other client care services, including medication, bus passes, and transportation to and from court.



Operating Phase – Year 5 (Sept. 30, 2022 – Sept. 29, 2023)

Below reflects anticipated activity for the Year 5 operating phase of the project.

Vendor 1: Presence Behavioral Health

Name (1)	Service (2)	Rate (3)	Other	Cost (4)
(1) Two Clinical Case Managers (To be Hired)	Clinical Case management	1 @ 1 FTE @ \$48,080 + Fringe Benefits of \$15,227 = \$63,307 1 @ 1 FTE @ \$48,080 + Fringe Benefits of \$15,227 = \$63,307	*Travel at 6,730 @ .52 per mile = \$3,500 *Supplies @ \$33.33 x 12 months or \$400 *Office Space/Occupancy @ \$1,950 X 2 FTE = \$3,900 *Indirect costs = \$26,490 (negotiated with contractor)	\$160,904
(2) Clinical Supervision	Clinical supervision of Case Managers	1 @10% FTE @ \$8,275 + No Fringe Benefits = \$8,275	12 month period	\$8,523
(3) Client Services	Client care service, transport	\$181.80/ client per year		\$ 10,000
FEDERAL REQUEST – (enter in Section B column 1, line 6f of-424A)				\$179,427

Justification for Vendor 1 Contractual Services:

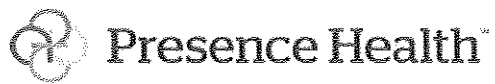
The Office of the Chief Judge of Cook County will enter into a subcontract with Presence Behavioral Health (Presence) to provide clinical services for the *Circuit Court of Cook County Northern Suburban Municipal Districts Drug Court Service Enhancement Program*. The Court will have direct programmatic and fiscal oversight of this project and will work closely with Presence to attain project goals.

(1) Justification for Case Manager: Grant funds will be used to support two full-time Case Managers and clinical supervision conducted by a clinical supervisor. These individuals will be at least a CADIC-level staff, who will be responsible for conducting substance abuse assessments, developing comprehensive care plans, and serving as the core treatment and referral facilitation staff responsible for making appropriate linkages to community providers based on client needs. These staff will also provide health insurance verification checks, provide health literacy, and assist with health insurance applications (as appropriate) with women and men in the targeted drug courts. In Year 2, 2 FTE staff will provide direct service delivery components for 12 months.

- **Justification for Fringe Benefits:** Presence estimates an agency-wide fringe benefit package at 7.65% of gross salaries, broken down by the categories below.

Fringe Category	Rate
FICA	\$7,356
Workers Compensation	\$2,024
Unemployment compensation	\$379
Insurance (Health)	\$12,919
Pension	\$6,396
Insurance (Life)	\$79
Dental Insurance	\$416
Long Term Disability	\$525
Employee Assistance	\$54
Tuition Reimbursement	\$305
TOTAL FRINGE Y4	\$30,454

- **Justification for Travel:** The case managers will incur local travel, primarily mileage, in the conduct of their responsibilities to regularly meet clients and providers and to consult with Cook County Drug Court coordinators and the team for case staffings. Local travel miles have been based on agency experience in implementing similar programs.
 - **Justification for Supplies:** Necessary office supplies and materials will be purchased for program staff utilization in the clinical and administrative performance of program duties. Office supplies and materials are based on an average internal monthly cost. Office supplies include paper, pens, paper clips, flip charts, markers, tape, etc. for operating the program.
 - **Justification for Office Space/Occupancy:** Case managers will need access to email, faxes, and phones to contact offender's treatment providers as well as members of the drug court team. Additionally, case managers will need office space to conduct their work, access the equipment mentioned above and store files for record keeping purposes.
 - **Justification for Indirect Cost:** Centralized Services is the use of system services such as IT, HR, Accounts Payable, Legal Counsel, Risk Management, and Compliance. The annual cost is determined using the per FTE allocation method. Additionally administrative time will need to be spent by the program manager to provide oversight and professional development ensuring quality of work, coverage when necessary, completion of system trainings, performance evaluations, and appropriate resources and materials are available.
- (2) **Justification for Clinical Supervisor:** The Clinical Supervisor will be responsible for overseeing the overall implementation of the project, ensuring program fidelity, and providing oversight to the two Case Managers. In Year 5, the Clinical Supervisor will oversee the hiring and training of the two Case Managers and will devote 10% to this project.
- (3) **Justification for Client Services:** Presence will be providing direct treatment services and other client care services, including medication, bus passes, and transportation to and from court.



Proposed Project Period

a. Start Date: 12/01/2018

b. End Date: 09/29/2023

BUDGET SUMMARY

Category	Year 1	Year 2*	Year 3*	Year 4*	Year 5*	Total Project Costs
A. Contractual	\$137,424	\$167,037	\$171,102	\$175,177	\$179,427	\$830,167

Contract No. 1853-17648
Circuit Court of Cook County North Suburban
Municipal District Drug Court Service Enhancement Program

EXHIBIT 2

Certification for Contracts, Grants, and Cooperative Agreements

**CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS
(TO BE SUBMITTED WITH EACH BID OR OFFER EXCEEDING \$100,000)**

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pursuant to 21 U.S.C. 1352 (c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Contractor, PRESENCE BEHAVIORAL HEALTH, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801 et seq., apply to this certification and disclosure, if any.

PRESENCE BEHAVIORAL HEALTH

Contractor

FRANK PERHAM

Name



Signature

VICE PRESIDENT

Title

Contract No. 1853-17648
Circuit Court of Cook County North Suburban
Municipal District Drug Court Service Enhancement Program

EXHIBIT 3

SAMHSA Grant Agreement



Notice of Award

SAMHSA Treatment Drug Courts
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Issue Date: 08/08/2018

Center for Substance Abuse Treatment

Grant Number: 1H79TI081074-01
FAIN: H79TI081074
Program Director: Colleen Swenson

Project Title: Circuit Court of Cook County North Suburban Municipal Districts Drug Court Service Enhancement Program

Grantee Address	Business Address
CIRCUIT COURT OF COOK COUNTY Illinois Circuit Court of Cook County 50 West Washington, Suite 2600 Chicago, IL 606021470	Office of the Chief Judge 50 W. Washington, Suite 2600 Chicago, IL 606021470

Budget Period: 09/30/2018 – 09/29/2021
Project Period: 09/30/2018 – 09/29/2023

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$1,199,637 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to CIRCUIT COURT OF COOK COUNTY in support of the above referenced project. This award is pursuant to the authority of PHS, Title V, Section 509; 42 U.S.C 290bb-2 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,
Eileen Bermudez
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 1H79TI081074-01**Award Calculation (U.S. Dollars)**

Salaries and Wages	\$49,535
Fringe Benefits	\$29,236
Personnel Costs (Subtotal)	\$78,771
Materials & Supplies	\$2,655
Contractual	\$1,007,257
Travel	\$34,477
Other	\$29,340
 Direct Cost	 \$1,152,500
Indirect Cost	\$47,137
Approved Budget	\$1,199,637
Federal Share	\$1,199,637
Cumulative Prior Awards for this Budget Period	\$0
 AMOUNT OF THIS ACTION (FEDERAL SHARE)	 \$1,199,637

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$1,199,637
2	\$399,905
3	\$399,957

*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number:	93.243
EIN:	1273567482A1
Document Number:	18TI81074A
Fiscal Year:	2018

IC	CAN	Amount
TI	C96N306	\$1,199,637

IC	CAN	2018	2021	2022
TI	C96N306	\$1,199,637	\$399,905	\$399,957

TI Administrative Data:

PCC: DC-AD18 / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79TI081074-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General,

Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 1H79TI081074-01

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income: Additional Costs

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

SECTION IV – TI Special Terms and Conditions – 1H79TI081074-01

REMARKS

New Multi-Year Award

1. Multi-Year Funded Award

This Notice of Award (NoA) is issued to inform your organization that the application submitted through the funding opportunity **Grants to Expand Substance Abuse Treatment Capacity in Adult Treatment Drug Courts and Adult Tribal Healing to Wellness Courts Funding Announcement TI-18-008** has been selected for funding.

This award reflects multi-year funding for **three** 12-month incremental periods within the budget period, from **9/30/2018 – 9/29/2021**, in the amount of **\$1,199,637**. Following this multi-year funded period, the recipient may apply for annual continuation funding for the next **two** budget periods. Annual funding is based on the availability of funds.

Further, this award reflects approval of the **revised budget** submitted on June 4, 2018 by your organization.

2. Multi-Year Grant Award Funding Amounts

Funding for each of the 12-month incremental period(s) is restricted and the recipient organization may not expend more than the following:

*9/30/2018 – 9/29/2019: \$399,999

*9/30/2019 – 9/29/2020: \$399,936

*9/30/2020 – 9/29/2021: \$399,702

*Remaining 12-month incremental periods

3. Key Staff

Key staff (or key staff positions, if staff has not been selected) are listed below:

Colleen Swenson, Project Director @ 20% level of effort (in-kind)

Any changes to key staff—including level of effort involving separation from the project for more than three months or a 25 percent reduction in time dedicated to the project—requires prior approval and must be submitted as a post-award amendment in eRA Commons. For additional information on how to submit a post-award amendment, please visit the SAMHSA website: <https://www.samhsa.gov/grants/grants-management/post-award-changes>. Any technical questions regarding the submission process should be directed to the eRA Service Desk: <http://grants.nih.gov/support/>.

4. All Post-Award Amendments must be submitted in eRA Commons for prior approval.

Please refer to the SAMHSA website for specific SAMHSA guidance on how to submit a post-award amendment in eRA Commons: <https://www.samhsa.gov/grants/grants-management/post-award-changes>

Prior approval is required for, but is not limited to: a change in key personnel and level of effort, a budget revision, a change in scope, a formal carryover request, and a no cost extension. Reference the full prior approval term on the SAMHSA website under Standard Terms and Conditions at: <https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

Technical questions regarding the submission of a post-award amendment in eRA Commons should be directed to the eRA Service Desk: <http://grants.nih.gov/support/>

Recipients are expected to plan their work and ensure that available funds are expended within the current 12-month incremental period.

SPECIAL TERMS

Disparity Impact Statement (DIS)

By **November 30, 2018** you must:

Submit an electronic copy of a DIS to the Government Project Officer (GPO) and Grants Management Specialist (GMS) as identified under Contacts on this notice of award.

The DIS should be consistent with information in your application regarding access, *service use and outcomes for the program and include three components as described below. Questions about the DIS should be directed to your GPO. Examples of DIS can be found on the SAMHSA website at <http://www.samhsa.gov/grants/grants-management/disparity-impactstatement>.

*Service use is inclusive of treatment services, prevention services as well as outreach, engagement, training, and/or technical assistance activities.

The disparity impact statement, in response to the Special Term of Award, consists of three components:

1. Proposed number of individuals to be served and/or reached by subpopulations in the grant implementation area should be provided in a table that covers the entire grant period. The disparate population(s) should be identified in a narrative that includes a description of the population and rationale for how the determination was made.
2. A quality improvement plan for how you will use your program (GPRA) data on access, use and outcomes to monitor and manage program outcomes by race, ethnicity and LGBT status, when possible. The quality improvement plan should include strategies for how processes and/or programmatic adjustments will support efforts to reduce disparities for the identified sub-populations.
3. The quality improvement plan should include methods for the development and implementation of policies and procedures to ensure adherence to the Enhanced Culturally and Linguistically Appropriate Services (CLAS) Standards and the provision of effective care and services that are responsive to:
 - a. Diverse cultural health beliefs and practices;
 - b. Preferred languages; and
 - c. Health literacy and other communication needs of all sub-populations within the proposed geographic region.

SPECIAL CONDITIONS

System for Award Management (SAM) Exclusions

Due by October 31, 2018, to the Grants Management Specialist identified on this award.
Submit via eRA Commons.

SAMHSA has conducted a review of one or more of the key staff for this award (Authorized Organization Representative (AOR)), Project Director, Business Official, and Key Personnel identified on the SF-424, PHS 5161, or required by the Funding Opportunity Announcement and included in the submitted application. A SAMHSA review of the General Services Administration System for Award Management (SAM) (<http://sam.gov>) has identified individual/individuals that is/are potentially excluded from participation in Federal programs or activities per 2 CFR Part 180.

Your organization must review and certify the person/s/ identified in the "RESPONSE REGARDING POTENTIAL EXCLUDED INDIVIDUAL" attachments. If the individual is the same person, a prior approval request for a change in key personnel must be submitted because excluded individuals are not permitted to be involved with or receive payments under federal grant awards.

Failure to comply with this Special Condition of Award may result in SAMHSA initiating additional actions in accordance with 45 CFR §75.371, Remedies for noncompliance.

RESPONSE REGARDING POTENTIAL EXCLUDED INDIVIDUAL LETTER

The response must be provided on your organization's letterhead.

RESPONSE REGARDING POTENTIAL EXCLUDED INDIVIDUAL

Name and role of individual in question: James Anderson, Business Official and Authorized Representative

Based on the entry of the name and address of the employee in question, into the SAM exclusions search, we found that he/she (check the appropriate response below):

_____ is not the same individual.

_____ is the same individual. A prior approval for a change in key personnel will be submitted following the instructions at: <https://www.samhsa.gov/grants/grants-management/post-award-changes/key-staff-level-effort>.

AOR Print Name/ Title/ Organization

AOR Signature/ Date

SAM Exclusion Search Instructions

- Go to the following link: <https://www.sam.gov/>
 - On the web page, select "Search Records" on the menu bar.
 - In the bottom right section of the page, under ADVANCED SEARCH click on the button.
 - A dialog box will pop up providing important information about the results, once this is read click the button (in order to proceed this information must be acknowledged).
 - You are now at the Advanced Search-Exclusion page. Click button to the left of the screen (2nd radio button down)
 - The drop down box to the left is already populated with 'All'. In the box to the right, enter the individual's first and last name.
 - Scroll down to the bottom left and click the blue button.
 - You are at the Search Results Screen. This may produce multiple results. If so, verify if the individual's entire name and state of residence are the same as the employee in question.
- If a potential match is found, to the right of the individual's name, click the button.
- Scroll down to the bottom of the page to the Primary Address section, and insert the individual's street address into the block under Verify Street Address.
 - Click button,

-
- "No Match" will be displayed if no match is found.
 - Complete the section RESPONSE REGARDING POTENTIAL EXCLUDED INDIVIDUAL on this Notice of Award Condition.

Multi-Year Award Submission

1. Multi-Year Incremental Period Submission

By **May 1, 2019**, for the next incremental period **9/30/2019 – 9/29/2020**, you must submit in eRA Commons the following three (3) documents:

A. SF-424A - BUDGET INFORMATION - Non-Construction Programs

Recipients must identify in Section B – Budget Categories, federal dollars in column 1 and non-federal dollars in column 2 for the next 12-month incremental period.

The SF-424A BUDGET INFORMATION - Non-Construction Programs can be found at:
<https://apply07.grants.gov/apply/forms/sample/SF424A-V1.0.pdf>

Upload the completed .pdf of the SF-424A Budget Page to the "View Terms Tracking Details" page in eRA Commons.

B. SAMHSA HHS Checklist (part C)

Recipients must submit and update, as necessary, the name and contact information for the business official and project director.

The HHS Checklist can be found at:
https://apply07.grants.gov/apply/forms/sample/HHS_CheckList_2_1-V2.1.pdf

Upload the completed .pdf of the HHS Checklist to the "View Terms Tracking Details" page in eRA Commons.

C. Detailed Budget or Attestation Letter

1. Recipients must submit a budget narrative and justification if the next 12-month incremental period budget has changed by more than 25% from the previously approved 12-month incremental period budget; or,
2. Recipients must submit an attestation letter on the organization's letterhead, signed and dated by the authorized representative. The letter must include the statement, "The budget has not changed by more than 25% from the previously approved budget."

Upload the completed .pdf of the detailed budget or the attestation letter to the "View Terms Tracking Details" page in eRA Commons.

For more information on how to upload a document in response to a tracked term, please reference under heading "4 Additional Materials – grantee" in the User Guide located at: https://era.nih.gov/files/TCM_User_Guide_Granttee.pdf

STANDARD TERMS AND CONDITIONS

Multi-Year Award Reporting Requirements

1. **Multi-Year Programmatic Report**

By December 30, 2019, submit via eRA Commons.

The submission of an Annual Programmatic Report is due no later than **December 30, 2019. Annual Programmatic Reports must be submitted in eRA Commons.** Additional information on reporting requirements is available at <https://www.samhsa.gov/grants/grants-management/reporting-requirements>.

The Annual Programmatic Report must, at a minimum, include the following information:

- Data and progress for performance measures as reflected in your application regarding goals and evaluation activities.
- A summary of key program accomplishments to-date.
- Description of the changes, if any, that were made to the project that differ from the application for this incremental period.
- Description of any difficulties and/or problems encountered in achieving planned goals and objectives including barriers to accomplishing program objectives, and actions to overcome barriers or difficulties.

2. Multi-Year Federal Financial Report (SF-425)

By December 30, 2019, submit via eRA Commons.

The Federal Financial Report (FFR) (SF-425) is required on an annual basis and must be submitted as a .pdf to the "View Terms Tracking Details" page in the eRA Commons System no later than 90 days after the end of each 12-month incremental period.

The SF-425 Federal Financial Report is available at:
https://apply07.grants.gov/apply/forms/sample/SF425_2_0-V2.0.pdf.

Additional guidance to complete the FFR can be found: <https://www.samhsa.gov/grants/grants-management/reporting-requirements>.

Note: Recipients must also comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the FOA. This information is needed in order to comply with PL 102-62, which requires that SAMHSA report evaluation data to ensure the effectiveness and efficiency of its programs.

Additional information about reporting requirements is available at:
<https://www.samhsa.gov/grants/grants-management/reporting-requirements>.

All responses to award terms and conditions must be submitted as .pdf documents in the "View Terms Tracking Details" page in eRA Commons.

For more information on how to upload a document in response to a tracked term, please reference under heading **"4 Additional Materials – grantee"** in the User Guide located at: https://era.nih.gov/files/TCM_User_Guide_Granttee.pdf

3. Standard Terms for Awards FY 2018

Your organization must comply with the Standard Terms and Conditions for grants awarded in Fiscal Year 2018.

SAMHSA's Terms and Conditions Webpage is located at:
<https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

You must also comply with the following applicable Terms and Conditions:

- New Grant
- Multi-Year Grant

4. Fixed Year Appropriation

Awards funded using a 2013 fixed appropriation will cancel on September 30, 2018. Undrawn award funding issued from 2013 fixed appropriation account funds will no longer be available for program expenditures, obligations, or payment requests in the PMS. **The last day to draw funds on awards issued using 2013 fixed appropriation funds is September 27, 2018.**

Additional information regarding cancelled awards is available at
<https://pms.psc.gov/grant-recipients/cancelled-awards.html>.

5. Compliance with Terms and Conditions

FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.372, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

Staff Contacts:

Jon Berg, Program Official
Phone: (240) 276-1609 **Email:** Jon.Berg@samhsa.hhs.gov

Lesley Schrier, Grants Specialist
Phone: 240-276-0566 **Email:** lesley.schrier@samhsa.hhs.gov

Contract No. 1853-17648
Circuit Court of Cook County North Suburban
Municipal District Drug Court Service Enhancement Program

EXHIBIT 4

Evidence of Insurance

MEMORANDUM OF LIABILITY INSURANCE							Current as of: 7/1/2018	
INSURED ASCENSION HEALTH ALLIANCE and its subsidiaries 11775 BORMAN DRIVE ST. LOUIS, MO 63146				THIS MEMORANDUM IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED VIEWERS FOR THEIR INTERNAL USE ONLY AND CONFERS NO RIGHTS UPON ANY VIEWER OF THIS MEMORANDUM OTHER THAN THOSE PROVIDED FOR IN THE POLICY. THIS MEMORANDUM DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE DESCRIBED BELOW. THIS MEMORANDUM MAY ONLY BE COPIED, PRINTED AND DISTRIBUTED WITHIN AN AUTHORIZED VIEWER FOR ITS INTERNAL USE, ANY OTHER USE, DUPLICATION OR DISTRIBUTION OF THIS MEMORANDUM WITHOUT PRIOR WRITTEN CONSENT IS PROHIBITED.				
				COMPANIES AFFORDING COVERAGE			NAIC#	
				COMPANY A	Self-Insurance			N/A
				COMPANY B	Endurance Specialty Insurance, Ltd			AA-3194130
				COMPANY C	ACE American Insurance Company			22667
COVERAGES								
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
CO. LETTER	TYPE OF INSURANCE	ADDL INSD	SUB WVD	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	MINIMUM LIMITS	
							LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	COMMERCIAL GENERAL LIABILITY *		Y	Self-Insured	07/01/2018	07/01/2019	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR							
	<input checked="" type="checkbox"/> BLANKET CONTRACTUAL LIABILITY							
	<input checked="" type="checkbox"/> HOST LIQUOR LIABILITY							
	<input checked="" type="checkbox"/> ALL OTHER PROFESSIONALS							
B	COMMERCIAL GENERAL LIABILITY	Y	Y	P010894008	07/01/2018	07/01/2019	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR							
	<input type="checkbox"/> GENERAL AGGREGATE APPLIES PER							
	<input checked="" type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Loc							
C	AUTOMOBILE LIABILITY	Y	Y	ISAH25157734	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT, BODILY INJURY and PROPERTY DAMAGE (Each accident) – AUTOS	\$2,000,000
	<input checked="" type="checkbox"/> ANY AUTO							
	<input checked="" type="checkbox"/> HIRED AUTOS							
	<input checked="" type="checkbox"/> NON-OWNED AUTOS		ISAH25157746-AMB			COMBINED SINGLE LIMIT, BODILY INJURY and PROPERTY DAMAGE (Each accident) - AMBULANCES	\$5,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WLRC64782137-TN	07/01/2018	07/01/2019	WORKERS COMPENSATION LIMITS	Statutory
	PARTNERS/ EXECUTIVE OFFICERS:	<input checked="" type="checkbox"/> INCL. <input type="checkbox"/> EXCL.		SCFC64782290-WI	07/01/2018	07/01/2019	E.L. EACH ACCIDENT	\$5,000,000
				WLRC64782174 *	07/01/2018	07/01/2019	E.L. DISEASE – EACH EMPLOYEE	\$5,000,000
				WLRC64782095 ^	07/01/2018	07/01/2019	E.L. DISEASE – POLICY LIMIT	\$5,000,000
C	EXCESS WORKERS COMPENSATION (for qualified self-insureds)		Y	WCUC64782253	07/01/2018	07/01/2019	WORKERS COMPENSATION LIMITS	Statutory
							EMPLOYERS LIABILITY	\$5,000,000
ADDITIONAL INFORMATION								
THE FOLLOWING COVERAGE ENHANCEMENTS ARE PROVIDED, TO THE EXTENT REQUIRED BY THE TERMS OF OUR SIGNED CONTRACTS, LEASES, AND/OR AGREEMENTS: Additional Insured: The landlord, landlord's agent(s), landlord's lender(s), lesser(s), vendors, clients, and any other party are listed as additional insured only if required by a written contract between the Additional Insured and the Named Insured and only for the Additional Insured's liability arising out of another Insured's acts, errors or omissions or out of the Named Insured's operations or out of premises owned by or rented to the Named Insured, that are otherwise covered by this policy, and not for liability arising out of the Additional Insured's own acts, errors, or omissions or out of acts of parties other than other Insureds and only to the extent and for the amount of coverage required by the written contract or to the extent and for the limits of insurance provided by this policy, whichever is less. In no event shall inclusion of an Additional Insured operate to increase the Limits of Liability provided by this policy.								
Coverage is primary and non-contributory as required by contract on applicable policies shown above.								
A waiver of subrogation is included on the applicable policies shown above as required by contract.								
Except where otherwise required by law, all insureds share the limits of liability. * General Liability occurrence form applies in IN, WI * Applies to AZ, CA, MA ^ Applies to all other states								
The Memorandum serves solely to list insurance coverage/policies, limits and dates of coverage. Any modifications hereto are not authorized. Updated form can be found at https://ascension.org/insurance-and-risk-management For questions, contact Ascension at certrequest@ascension.org								

MEMORANDUM OF LIABILITY INSURANCE							Current as of: 7/1/2018			
INSURED ASCENSION HEALTH ALLIANCE and its subsidiaries 11775 BORMAN DRIVE ST. LOUIS, MO 63146				THIS MEMORANDUM IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED VIEWERS FOR THEIR INTERNAL USE ONLY AND CONFERS NO RIGHTS UPON ANY VIEWER OF THIS MEMORANDUM OTHER THAN THOSE PROVIDED FOR IN THE POLICY. THIS MEMORANDUM DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE DESCRIBED BELOW. THIS MEMORANDUM MAY ONLY BE COPIED, PRINTED AND DISTRIBUTED WITHIN AN AUTHORIZED VIEWER FOR ITS INTERNAL USE, ANY OTHER USE, DUPLICATION OR DISTRIBUTION OF THIS MEMORANDUM WITHOUT PRIOR WRITTEN CONSENT IS PROHIBITED.						
				COMPANIES AFFORDING COVERAGE						NAIC#
				COMPANY A	Self-Insurance					N/A
				COMPANY B	Endurance Specialty Insurance, Ltd					AA-3194130
				COMPANY C	ACE American Insurance Company					22667
COVERAGES										
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
CO. LETTER	TYPE OF INSURANCE	ADDL INSD	SUB WVD	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	MINIMUM LIMITS			
							LIMITS IN USD UNLESS OTHERWISE INDICATED			
A	COMMERCIAL GENERAL LIABILITY *		Y	Self-Insured	07/01/2018	07/01/2019	EACH OCCURRENCE	\$1,000,000		
	<input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						MED. EXPENSE (Any one person)	\$10,000		
	<input checked="" type="checkbox"/> BLANKET CONTRACTUAL LIABILITY						PERSONAL & ADVERT. INJURY	\$1,000,000		
	<input checked="" type="checkbox"/> HOST LIQUOR LIABILITY						GENERAL AGGREGATE	Unlimited		
	<input checked="" type="checkbox"/> ALL OTHER PROFESSIONALS						PRODUCTS-COMP./OPS AGG.	Unlimited		
B	COMMERCIAL GENERAL LIABILITY	Y	Y	P010894008	07/01/2018	07/01/2019	EACH OCCURRENCE	\$1,000,000		
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR						DAMAGES TO RENTED PREMISES (Each occurrence)	\$150,000		
	<input type="checkbox"/>						MED. EXPENSE (Any one person)	\$5,000		
	<input type="checkbox"/>						PERSONAL & ADVERT. INJURY	\$1,000,000		
	GENERAL AGGREGATE APPLIES PER						GENERAL AGGREGATE	\$3,000,000		
<input checked="" type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Loc			PRODUCTS-COMP./OPS AGG.	\$3,000,000						
C	AUTOMOBILE LIABILITY	Y	Y	ISAH25157734	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT, BODILY INJURY and PROPERTY DAMAGE (Each accident) – AUTOS	\$2,000,000		
	<input checked="" type="checkbox"/> ANY AUTO			ISAH25157746-AMB			COMBINED SINGLE LIMIT, BODILY INJURY and PROPERTY DAMAGE (Each accident) - AMBULANCES	\$5,000,000		
	<input checked="" type="checkbox"/> HIRED AUTOS									
<input checked="" type="checkbox"/> NON-OWNED AUTOS										
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WLRC64782137-TN	07/01/2018	07/01/2019	WORKERS COMPENSATION LIMITS	Statutory		
	PARTNERS/ EXECUTIVE OFFICERS: <input checked="" type="checkbox"/> INCL. <input type="checkbox"/> EXCL.			SCFC64782290-WI	07/01/2018	07/01/2019	E.L. EACH ACCIDENT	\$5,000,000		
				WLRC64782174 *	07/01/2018	07/01/2019	E.L. DISEASE – EACH EMPLOYEE	\$5,000,000		
				WLRC64782095 ^	07/01/2018	07/01/2019	E.L. DISEASE – POLICY LIMIT	\$5,000,000		
C	EXCESS WORKERS COMPENSATION (for qualified self-insureds)		Y	WCUC64782253	07/01/2018	07/01/2019	WORKERS COMPENSATION LIMITS	Statutory		
							EMPLOYERS LIABILITY	\$5,000,000		
ADDITIONAL INFORMATION										
<p>THE FOLLOWING COVERAGE ENHANCEMENTS ARE PROVIDED, TO THE EXTENT REQUIRED BY THE TERMS OF OUR SIGNED CONTRACTS, LEASES, AND/OR AGREEMENTS:</p> <p>Additional Insured: The landlord, landlord's agent(s), landlord's lender(s), lesser(s), vendors, clients, and any other party are listed as additional insured only if required by a written contract between the Additional Insured and the Named Insured and only for the Additional Insured's liability arising out of another Insured's acts, errors or omissions or out of the Named Insured's operations or out of premises owned by or rented to the Named Insured, that are otherwise covered by this policy, and not for liability arising out of the Additional Insured's own acts, errors, or omissions or out of acts of parties other than other Insureds and only to the extent and for the amount of coverage required by the written contract or to the extent and for the limits of insurance provided by this policy, whichever is less. In no event shall inclusion of an Additional Insured operate to increase the Limits of Liability provided by this policy.</p> <p>Coverage is primary and non-contributory as required by contract on applicable policies shown above.</p> <p>A waiver of subrogation is included on the applicable policies shown above as required by contract.</p> <p>Except where otherwise required by law, all insureds share the limits of liability.</p> <p>* General Liability occurrence form applies in IN, WI</p> <p>*Applies to AZ, CA, MA</p> <p>^ Applies to all other states</p>										
<p>The Memorandum serves solely to list insurance coverage/policies, limits and dates of coverage. Any modifications hereto are not authorized.</p> <p>Updated form can be found at https://ascension.org/insurance-and-risk-management</p> <p>For questions, contact Ascension at certrequest@ascension.org</p>										

Contract No. 1853-17648
Circuit Court of Cook County North Suburban
Municipal District Drug Court Service Enhancement Program

EXHIBIT 5

Electronic Payables Program Form

OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")

FOR INFORMATION PURPOSES ONLY

This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").

If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

3. Dedicated Credit Card – "PULL" Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

4. One-Time Use Credit Card – "SUGA" Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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Contract No. 1853-17648
Circuit Court of Cook County North Suburban
Municipal District Drug Court Service Enhancement Program

EXHIBIT 6

Identification of Subcontractor/Supplier/SubContractor Form

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:	
<input type="radio"/>	Disqualification
<input type="radio"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1853-17648	Date: 12-10-18
Total Bid or Proposal Amount: 830,167 ⁻	Contract Title:
Contractor: PRESENCE BEHAVIORAL HEALTH	Subcontractor/Supplier/ Subconsultant to be added or substitute: N/A
Authorized Contact for Contractor: FRANK PERHAM	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): frank.perham@amitahealth.org	Email Address (Subcontractor):
Company Address (Contractor): 1820 S. 25TH AVE.	Company Address (Subcontractor):
City, State and Zip (Contractor): BROADVIEW, IL - 60155	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor): 312 835-1909	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates (Contractor): 1/25/19 - 7/29/23	Estimated Start and Completion Dates (Subcontractor):

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
N/A	N/A

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor NOT APPLICABLE. DO NOT INTEND TO UTILIZE CONTRACTORS

Name FRANK PERHAM *Frank Perham*
 Title VICE PRESIDENT
 Prime Contractor Signature N/A Date 12-10-2018

Contract No. 1853-17648
Circuit Court of Cook County North Suburban
Municipal District Drug Court Service Enhancement Program

EXHIBIT 7

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details

File #:	19-1152	Version:	1	Name:	Presence Behavioral Health, Broadview, Illinois
Type:	Contract	Status:		Approved:	Approved
File created:	1/9/2019	In control:		Board of Commissioners:	Board of Commissioners
On agenda:	1/24/2019	Final action:		1/24/2019:	1/24/2019
Title:	PROPOSED CONTRACT				

Department(s): Office of the Chief Judge, Circuit Court of Cook County

Vendor: Presence Behavioral Health, Broadview, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Circuit Court of Cook County North Suburban Municipal Districts Drug Court Enhancement Program

Contract Value: Grant-funded, \$830,167.00

Contract period: 1/25/2019 - 9/29/2023, with one (1) one-year renewal option

Potential Fiscal Year Budget Impact: FY2019 - \$174,771.96, FY2020 - \$174,771.96, FY2021 - \$174,771.96, FY2022 - \$174,771.96, FY2023 - \$131,079.16

Accounts: 11900.1310.53683.520830.00000.00000

Contract Number(s): 1853-17648

Concurrences:

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via full MBE/WBE waiver.

The Chief Procurement Officer concurs.

Summary: The Circuit Court of Cook County serves as the Implementing Agency for the Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT) funded Circuit Court of Cook County North Suburban Municipal Districts Drug Court Service Enhancement Program (NSDCSEP). The Court proposes to contract with Presence Behavioral Health to deliver intensive case management services to NSDCSEP participants, as proposed to SAMHSA, due to the organization's qualifications and understanding of the current enhancement programs' goals and objectives. Services will include screenings and assessments; treatment recommendations and referrals; service planning and placement; health insurance and healthy literacy assistance; and linkage case management to appropriate services for substance use, mental health, and other necessary services. Presence will also serve as the liaison between providers and the courts, assist in data collection activities, comply with program reporting deadlines, and serve on program steering committees.

Experienced, QMHP-level case managers will be dedicated to the NSDCSEP courts, and will perform behavioral health assessments using validated instruments for eligible defendants to determine suitability for the program and levels of care. Presence case managers will also serve as the primary monitors of participants' community-based treatment and recovery service progress, providing ongoing reports to the court.

Over the years, Presence has served as a member of Circuit Court of Cook County Mental Health Court teams, conducting care management services, and is therefore familiar with Court requirements and service goals, including documentation review, court process review, and systems integration issues. Due to Presence's longstanding role in Problem-solving Courts programs, particularly its clinical expertise, they are well versed in responding to defined needs of clients, family members, and court partners, as well as adapting to specific program requirements. Specific to the NSDCSEP, Presence has been involved in all phases of program planning, launch and implementation and thus will only require minimal additional education on the new grant and/or infrastructure-building components to ensure service delivery and processes are upheld to the highest standards.

This is a sole source procurement pursuant to Section 34-139 of the Cook County Procurement Code, and the Grant.

Sponsors:

Indexes: TIMOTHY C. EVANS, Chief Judge, Circuit Court of Cook County

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
1/24/2019	1	Board of Commissioners		

Contract No. 1853-17648
Circuit Court of Cook County North Suburban
Municipal District Drug Court Service Enhancement Program

EXHIBIT 8

M/WBE Utilization Plan



TONI PRECKWINKLE

PRESIDENT
Cook County Board
of Commissioners

BRANDON JOHNSON
1st District

DENNIS DEER
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
7th District

LUIS ARROYO, JR
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGNEN
12th District

LARRY SUFFREDIN
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

OFFICE OF CONTRACT COMPLIANCE

EDWARD H. OLIVIERI

CONTRACT COMPLIANCE DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

December 20, 2018

Mr. Raffi Sarrafian
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: Contract No.: 1853-17648
Substance Abuse Treatment and Counseling Services
Office of the Chief Judge

Dear Mr. Sarrafian:

The Office of Contract Compliance is in receipt of the above-referenced contract and has determined a 0% MBE/WBE participation goal was recommended and does not require the Office of Contract Compliance to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

Sincerely,

Edward H. Olivieri
Contract Compliance Director
EHO/ate

Cc: Kevin Casey, OCPO
David Smid, OCJ
Lorena Roque, OCJ

Contract No. 1853-17648
Circuit Court of Cook County North Suburban
Municipal District Drug Court Service Enhancement Program

EXHIBIT 9

Economic Disclosure Statement

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2**CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriffs Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3**REQUIRED DISCLOSURES****1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

N/A - NONE

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: ☒ No: ☐

- b) If yes, list business addresses within Cook County:

SEE ATTACHED LIST

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: ☒ No: ☐

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

SECTION 3

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

b) Business addresses within Cook County

1414 West Main Street, Melrose Park, IL 60163
9845 West Roosevelt Road, Westchester, IL 60154
330 Eastern Avenue, Bellwood, IL 60104
2233 West Division Street, Chicago, IL 60622
1820 South 25th Avenue, Broadview, IL 60155

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): SEE ATTACHED LIST

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) ☐ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

SECTION 3

4. REAL ESTATE OWNERSHIP DISCLOSURES

a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PRESENCE BEHAVIORAL HEALTH PROPERTY OWNED IN COOK COUNTY:	
ADDRESS:	PERMANENT R.E. TAX NUMBER:
537 DES PLAINES, FOREST PARK	15-13-108-020
611 NORTH 2 ND , MAYWOOD	15-11-107-004,005
170 NORTH 23 RD , MELROSE PARK	15-10-101-031
1433 SOUTH CUYLER, BERWYN	16-20-116-014
1411 MAIN STREET, MELROSE PARK 1412 MAIN STREET, MELROSE PARK 1414 MAIN STREET, MELROSE PARK	15-10-222-008-009,025
1919 MAIN STREET, MELROSE PARK	15-10-105-027
9845 ROOSEVELT ROAD, WESTCHESTER	15-21-200-070
9855 ROOSEVELT ROAD, WESTCHESTER	15-21-200-026,027,028,029
1820 SOUTH 25 TH AVENUE, BROADVIEW	15-16-406-028,029,030,031,032
117 SOUTH 6 TH , MAYWOOD	15-11-148-004
117 SOUTH 6 TH AVENUE (vacant lot), MAYWOOD	15-11-148-005
105 NORTH 15 TH AVENUE, MAYWOOD (vacant lot)	15-10-216-017
330 EASTERN AVENUE, BELLWOOD	15-09-119-026
101 NORTH 20 TH AVENUE, MELROSE PARK	15-10-105-027

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☐ Original Statement or ☐ Amended Statement

Identifying Information:

Name PRESENCE BEHAVIORAL HEALTH

D/B/A: _____ FEIN # Only: 36-2709982

Street Address: 1820 SOUTH 25TH AVENUE

City: BROADVIEW State: IL Zip Code: 60155

Phone No.: 708-338-3806 EXT 5555 Fax Number: 708-681-1289 Email: FPERHAM@PRESENCEHEALTH.ORG

Cook County Business Registration Number: NOT APPLICABLE

(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): NOT APPLICABLE

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☒ Other (describe) NOT FOR PROFIT

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
ALEXIAN BROTHERS HEALTH SYSTEM D/B/A PRESENCE ALEXIAN BROTHERS HEALTH SYSTEM 100% SOLE CORPORATE OWNER		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
NOT APPLICABLE		

3. Is the Applicant constructively controlled by another person or Legal Entity? [☒] Yes [☐] No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
ALEXIAN BROTHERS HEALTH SYSTEM		100%	SOLE CORPORATE OWNER
D/B/A PRESENCE BEHAVIORAL HEALTH			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
SEE ATTACHE LIST: PRESENCE BEHAVIORAL HEALTH			

Declaration (check the applicable box):

- ☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

**PRESENCE BEHAVIORAL HEALTH
BOARD OF DIRECTORS
EFFECTIVE AS OF FEBRUARY 1, 2017**

MEMBER	INITIAL APPT. DATE	CURRENT TERM	TERM EXPIRATION	APPOINTMENT/ REAPPOINTMENT TERM EXP
Frank Perham, <i>Chair</i>	1/1/16	3 rd	12/31/18	--
Nora Byrne, Esq.	1/1/16	1 st	12/31/18	--
Martin Judd	1/1/16	1 st	12/31/18	--

Bylaw Requirements:

- Minimum of 3, maximum of 7 Directors
- President/CEO shall serve *Ex-Officio* with vote
- Up to three (3) terms of three (3) years, or until a successor has been duly appointed

2017 OFFICERS	
Chair	Frank Perham
Vice Chair	Martin Judd
President/CEO	Martin Judd
Treasurer	{vacant as of 3/12/2018}
Secretary	{vacant as of 3/2/2018}
Assistant Treasurer	Patricia Eddy
Assistant Secretary	Julie Rognich

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

FRANK PERHAM

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

FRANK.PERHAM@AMITAHEALTH.ORG

E-mail address

VICE PRESIDENT

Title


12/4/2018

Date

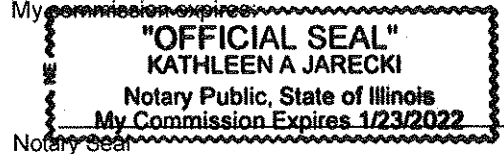
708-338-3806 EXT 5555

Phone Number

Subscribed to and sworn before me
this 4TH day of DEC, 20 18.


Notary Public/Signature

My commission expires



Notary Seal



COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTYName of Person Doing Business with the County: PRESENCE BEHAVIORAL HEALTHAddress of Person Doing Business with the County: 1820 SOUTH 25TH AVENUE, BROADVIEW, IL 60155Phone number of Person Doing Business with the County: 708-338-3806 EXT 5539Email address of Person Doing Business with the County: FRANK.PERHAM@AMITAHEALTH.ORG

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
FRANK PERHAM, VICE PRESIDENT, 708-338-3806 EXT 5539, FRANK.PERHAM@AMITAHEALTH.ORG

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

1853-17648

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 830,167

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

Kevin Casey, Office of the Chief Procurement Officer

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

James Anderson, Office of the Chief Judge

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐

The Person Doing Business with the County is **an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒

The Person Doing Business with the County is **a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is **an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE

If more space is needed, attach an additional sheet following the above format.

- ☐ The Person Doing Business with the County is **a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE


Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.


Signature of Recipient

12/3/2018

Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 1853-17648

County Using Agency (requesting Procurement): COOK COUNTY

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): PRESENCE BEHAVIORAL HEALTH

Substantial Owner Complete Name: _____

FEIN# 36-2709982

E-mail address: FRANK.PERHAM@AMITAHEALTH.ORG

Street Address: 1820 SOUTH 25TH AVENUE

City: BROADVIEW State: ILLINOIS Zip: 60155

Home Phone: _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,*

No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,*

No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,*

No *Employee Classification Act, 820 ILCS 185/1 et seq.,*

No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,*

No *Any comparable state statute or regulation of any state, which governs the payment of wages*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No *There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner*
- No *Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation*
- No *Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default*
- No *Other factors that the Person or Substantial Owner believe are relevant.*

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

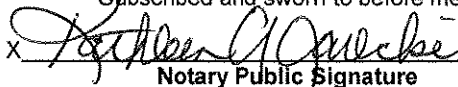
V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature:  Date: 12/4/2018

Name of Person signing (Print): FRANK PERHAM Title: VICE PRESIDENT

Subscribed and sworn to before me this 4TH day of DECEMBER, 2018

x 
Notary Public Signature



Note: The above information is subject to verification prior to the award of the contract.

SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation**PRESENCE BEHAVIORAL HEALTH**

Corporation's Name

708-338-3806 EXT 5539

Telephone

VACANT POSITION

Secretary Signature

FRANK PERHAM

President's Printed Name and Signature

FRANK.PERHAM@AMITAHEALTH.ORG

Email

12/4/2018

Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Date

Telephone

Email

Subscribed and sworn to before me this

4TH day of DECEMBER, 20 2019

Kathleen A Jarecki
 Notary Public Signature

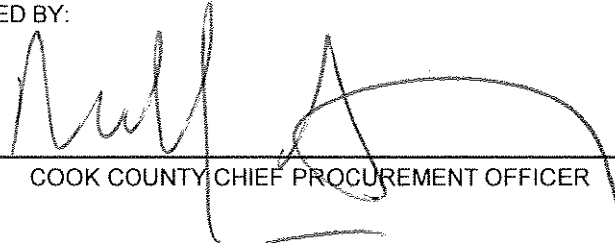
My commission expires:

Notary Seal



COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 28th DAY OF January, 2019
APPROVED AS TO FORM:

N/A

ASSISTANT STATES ATTORNEY
(Required on contracts over \$1,000,000.00)

CONTRACT TERM & AMOUNT

1853-17648

CONTRACT NO.

<u>January 25, 2019 through September 29, 2023</u>	<u>One (1) One-Year Renewal Option</u>
ORIGINAL CONTRACT TERM	RENEWAL OPTIONS (If Applicable)

\$830,167.00

CONTRACT AMOUNT

January 24, 2019

COOK COUNTY BOARD APPROVAL DATE (If Applicable)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JAN 24 2019